



FINANCE DEPARTMENT  
Purchasing and Contracts Division

**CONFIRMATION FORM**  
**for**  
**RECEIPT OF RFP NO. 602431-11**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

PROJECT NO.      RFP NO. 602431-11      RFP PAGES: 32

DESCRIPTION:      PRESCRIPTION DRUG DISCOUNT CARD PROGRAM

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914**  
**TYPE or PRINT CLEARLY**



# Department of Finance

## Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217  
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Yolanda T. King, Director of Budget & Financial Planning  
Yolanda C. Jones, C.P.M., CPPO, Purchasing Manager



## CLARK COUNTY, NEVADA

### REQUEST FOR PROPOSAL

RFP NO. 602431-11

#### PRESCRIPTION DRUG DISCOUNT CARD PROGRAM

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on "Current Opportunities" and locate Document No. 602431-11 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **DECEMBER 6, 2011 at 9:00 a.m.** at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact John W. Hill, Purchasing Analyst, at (702) 455-4476, no later than **DECEMBER 1, 2011**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 10, 2012 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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PUBLISHED:  
Las Vegas Review Journal  
NOVEMBER 23, 2011

**GENERAL CONDITIONS**  
RFP NO. 602431-11  
**PRESCRIPTION DRUG DISCOUNT CARD PROGRAM**

1. **TERMS**

The term "COUNTY," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. **INTENT**

The COUNTY is soliciting proposals to select a PROPOSER'S prescription drug discount card program; and it is COUNTY'S intent to endorse the selected PROPOSER'S program for Clark County, Nevada.

3. **SCOPE OF PROJECT**

The Clark County Department of Administrative Services is interested in endorsing a prescription drug discount card program for Clark County, Nevada.

**Introduction**

The growing cost of medical and health care is one of our nation's most pressing social, medical and economic challenges. Millions of Americans struggle to afford the medications they need, frequently forgoing them due to price. While the focus is often on senior citizens, the high cost of prescription drugs is a daunting challenge for Americans of all ages, particularly those who are uninsured.

Clark County government is interested in contracting with a company to administer a prescription drug discount card program for Clark County, Nevada residents. We also reserve the right to consider multiple discount card programs.

Clark County has a population of approximately 2,000,000. There should be no cost to COUNTY to participate, including no requirement to pay the selected PROPOSER for services.

See below, General Conditions, Item 8 - Evaluation Information, for additional information the COUNTY is requesting in the PROPOSER'S submittal.

4. **DESIGNATED CONTACTS**

The COUNTY'S representative will be John W. Hill, Purchasing Analyst II, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4476 or via email: [jwhill@clarkcountynv.gov](mailto:jwhill@clarkcountynv.gov). All questions regarding the selection process or scope of work for this RFP may be directed to John W. Hill.

5. **CONTACT WITH COUNTY DURING RFP PROCESS**

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated COUNTY contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. **TENTATIVE DATES AND SCHEDULE**

Estimated Award & Approval of Final Contract: February 2012.

7. **METHOD OF EVALUATION AND AWARD**

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The COUNTY reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the COUNTY deems best suited to fulfill the requirements of the RFP. The COUNTY also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. **EVALUATION INFORMATION**

The first page of the Proposal shall contain a statement that declares all information provided therein does not include any Confidential, Proprietary and/or Private information as identified in Sections 15 and 16 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the Proposer's Authorized Representative. Failure to provide such declaration may be deemed as grounds for return of the unread proposal and not be considered for award.

Include cover letter specifying Business name, Contact name, address, phone number, fax number, email address, etc.

**Proposals should contain the following information:**

**A. Executive Summary (5 percent)**

1. Provide a profile of your company (an overview of your organization and your relationship to any parent organization; organization chart; business and market experience; and financial backing).
2. The submission should also include:
  - a. A schedule of major milestones;
  - b. name of firm and corporate office address;
  - c. name and title of contact person;
  - d. telephone and facsimile number;
  - e. contact person's e-mail address; and
  - f. name and title of signature authority;
3. This section shall serve to provide the COUNTY with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project.
4. The response should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

**B. Reporting Tools (10 percent)**

1. Provide a comprehensive list of reports that the County will receive regarding the program.
2. Reporting that clearly depict penetration of the market, savings, and success of the program.

**C. Conceptual Treatment/Components of the Discount Card Program (15 Percent)**

1. Describe the components of your discount card program
2. Consumer eligibility
3. Method for obtaining discount cards
4. Card use parameters
5. Identify the number of participating pharmacies currently under contract in your network
6. Names of participating pharmacies in Clark County
7. What fees would you expect to receive from consumers, eg. transaction fees?
8. What fees would you expect to receive from participating pharmacies?
9. What is the proposed time frame for implementation?
10. Describe your customer service program and hours of availability to consumers.

**D. Marketing Plan (20 Percent)**

1. How would the program be marketed
2. Cards distributed
3. Cost associated with the marketing absent staffing and financial resources provided by Clark County
4. Targeting specific markets
5. Include a detailed explanation regarding costs and outreach efforts geared toward the Latino and other targeted communities

**E. Staff Qualifications and Availability (10 percent)**

1. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.
2. PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to COUNTY, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without COUNTY approval.

**F. Experience (10 Percent)**

1. Provide a description of experience, cities and/or counties that are using PROPOSER'S drug discount card.
2. Provide a minimum of five (5) references from counties/cities currently using your services and the respective contracts, detailing how long they've been in place.
3. What do you consider your company's greatest competitive distinction, compared to other drug discount card vendors?
4. PROPOSER shall also submit a concise statement why COUNTY should select PROPOSER for this project. The statement shall also address PROPOSER'S capacity to complete the project, ability to support the drug discount card, and the capacity to expand the program to meet growing needs in Clark County.

**G. Local Familiarity / Local Presence (5 Percent)**

Provide a statement as to local resources that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

1. Clark County/Las Vegas office address (if any).
2. Year Clark County/Las Vegas office established.
3. Employment (number of current employees employed within Clark County
4. Provide a statement as to your firms local resources that will be utilized to complete the work.
5. Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.
6. Indicate experience of performing related work within the state of Nevada.
7. Affiliations, If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

**H. Discounts for Prescription Drugs (25 percent)**

1. What is the methodology used for calculating discounts and how is it applied to yield savings to the patient? Identify how you determine the term "list price." If your discount is not a flat, across the board discount applied to all medications, please provide the following:
  - a. What is the minimum, maximum and average discount applied for all branded medications? Based on the 50 most prescribed branded medications listed below, how many exceed your average discount?
  - b. What is the minimum, maximum and average discount applied for generic medications?
2. Please specify any discounts offered toward dental, imaging services or pet prescriptions.
3. Availability of generics, AIDS/HIV medicines and other unusual medicines and specify any discounts offered.
4. Indicate PROPOSER'S discounts for the prescription drugs listed in the table:

**DRUG DISCOUNT TABLE:**

<b>Drug Name</b>	<b>Prescription Strength</b>	<b>Quantity</b>	<b>Discount</b>
Lipitor®	20mg	30	
Nexium®	40mg	30	
Plavix®	75mg	30	
Advair Diskus®	250	60 puffs	
Advair Diskus®	50	60 puffs	
Seroquel®	100mg	30	
Abilify®	10mg	30	
Singulair®	10mg	30	
Actos®	15mg	30	
Prevacid®	30mg	30	
Cymbalta®	30mg	30	
Effexor XR®	75mg	30	
Lexapro®	10mg	30	
Crestor®	10mg	30	
Zyprexa®	5mg	30	
Valtrex®	500mg	30	
Flomax®	0.4mg	30	
Lantus®	10ml	20 units	
Lyrica®	75mg	30	
Celebrex®	200mg	60	
Levaquin®	500mg	10	
Aricept®	10mg	30	
Spiriva®		30puffs	
Diovan®	80mg	30	
Diovan HCT®	80/12.5	30	
Tricor®	48mg	30	
Concerta®	36mg	30	
Januvia®	100mg	30	
Vytorin®	10-40	30	
Adderall XR®	20mg	30	
Lovenox®	80mg	14 syringes	
*Atripla ®		30	
Zetia®	10mg	30	
Aciphex®	20mg	30	
Ambien CR®	12.5mg	30	
Viagra®	50mg	6	
Topamax®	50mg	60	
Lidoderm®		30 patches	
ProAir HFA®		8.5gm	
NovoLog®	Sliding	10ml	
Suboxone®	8-2mg	30	
Nasonex®		17ml	
Provigil®	200mg	30	
Geodon Oral®	40mg	60	
*Truvada®	200mg	30	
Lunesta®	3mg	30	
Humalog vial®	Sliding	10ml	
Humalog pen®	Sliding	15ml	
Niaspan®	1500mg	90	
Detrol LA®	4mg	30	
Yaz®		28	

**I. Documentation Samples**

Provide samples of the discount card that will be used to complete the project.

**J. Project Fee**

PROPOSER shall submit a statement that there will be **no cost** to COUNTY to participate, including no requirement to pay the selected PROPOSER for services.

**K. Business License**

The PROPOSER's ability to provide the required business license.

**Clark County Business License / Registration**

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

**A. Clark County Business License is Required if:**

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

**B. Register as a Limited Vendor Business Registration**

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at [www.ClarkCountyNV.gov](http://www.ClarkCountyNV.gov), select "Online Services", then select "Business License Inquire" or by the browser search

**L. Disclosure of Ownership/Principals**

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

**M. Other**

Other factors the PROPOSER determines appropriate which would indicate to the COUNTY that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

**9. SUBMITTAL REQUIREMENTS**

The proposal submitted should not exceed 25 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit one (1) clearly labeled original and 6 copies of their proposal, including eight (8) CD copies of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder, and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the COUNTY or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery

Clark County Government Center  
Purchasing and Contracts Division  
500 South Grand Central Parkway, 4<sup>th</sup> Fl  
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

10. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

11. REJECTION OF PROPOSAL

COUNTY reserves the right to reject any and all proposals received by reason of this request.

12. PROPOSAL COSTS

There shall be no obligation for the COUNTY to compensate PROPOSER(S) for any costs of responding to this RFP.

13. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from the Purchasing Analyst. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from the Purchasing Analyst.

15. PUBLIC RECORDS

The COUNTY is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the COUNTY's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the COUNTY may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.



17. **COLLUSION AND ADVANCE DISCLOSURES**

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

18. **CONTRACT**

A sample of the COUNTY'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

19. **HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS**

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit D**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

CLARK COUNTY, NEVADA

CONTRACT FOR PRESCRIPTION DRUG  
DISCOUNT CARD PROGRAM  
P602431-11

NAME OF FIRM
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

## CONTRACT FOR PRESCRIPTION DRUG DISCOUNT CARD PROGRAM

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as //TYPE//), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the //TYPE// has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and //TYPE// agree as follows:

### **SECTION I: RESPONSIBILITY OF //TYPE//**

- A. It is understood that in the performance of the services herein provided for, //TYPE// shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, //TYPE// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //TYPE// in the performance of the services hereunder. //TYPE// shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the //TYPE// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //TYPE// acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. //TYPE// recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the COUNTY may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.
- D. //TYPE// acknowledges that //TYPE// and any subcontractors, agents or employees employed by //TYPE// shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //TYPE// or any of its officers, employees or other agents.
- E. The //TYPE// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the //TYPE//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //TYPE// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the //TYPE// to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. //TYPE// will not produce a work product which violates or infringes on any copyright or patent rights. The //TYPE// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the COUNTY of any products or services furnished by //TYPE// shall not in any way relieve the //TYPE// of responsibility for the professional and technical accuracy and adequacy of its work. COUNTY's review, approval, acceptance, or payment for any of //TYPE//s services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and //TYPE// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by //TYPE//s performance or failures to perform under this Contract.

- G. //TYPE// shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by //TYPE//s associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of //TYPE// be unable to complete his or her responsibility for any reason, the //TYPE// will replace him or her with a qualified person. If //TYPE// fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by //TYPE// to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. //TYPE// shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. Drawings and specifications remain the property of the //TYPE//. Copies of the drawings and specifications retained by the COUNTY may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// during the performance of services for which it has been compensated under this Contract, shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever occurs first. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract. //TYPE// shall furnish COUNTY's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The //TYPE// agrees that its officers and employees will cooperate with the COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The //TYPE// will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- L. //TYPE// has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- M. The //TYPE// agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- N. The rights and remedies of the COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

## **SECTION II: RESPONSIBILITY OF COUNTY**

- A. The COUNTY agrees that its officers and employees will cooperate with //TYPE// in the performance of services under this Contract and will be available for consultation with //TYPE// at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by //TYPE// under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //TYPE// by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to //TYPE//. It is understood that COUNTY's representatives review comments do not relieve //TYPE// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall, without charge, furnish to or make available for examination or use by //TYPE// as it may request, any data which COUNTY has available, including as examples only and not as a limitation:
  - 1. Copies of reports, surveys, records, and other pertinent documents.

2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

//TYPE// shall return any original data provided by COUNTY.

- E. COUNTY shall assist //TYPE// in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- F. //TYPE// will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent //TYPE//.

### **SECTION III: SCOPE OF WORK**

Services to be performed by the //TYPE// for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. The COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the //TYPE//s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT OR \_\_\_\_\_ be made and this Contract shall be modified in writing accordingly. Any claim of the //TYPE// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the //TYPE// of notification of change unless the COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the //TYPE// shall be furnished without the written authorization of the COUNTY.

### **SECTION V: COMPENSATION AND TERMS OF PAYMENT**

- A. CONSULTANT agrees to the performance of services described in the Scope of Work (Exhibit A) for no fees, reimbursement or payment by the COUNTY.
- B. COUNTY's Fiscal Limitations
  1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
  2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which the COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
  3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the //TYPE//.
  4. No payment is required by COUNTY in the performance of this contract.

### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Contract shall not be subcontracted by the //TYPE//, without prior written approval of COUNTY.
- B. Approval by COUNTY of //TYPE//s request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve //TYPE// of responsibility for the professional and technical accuracy and adequacy of the work. //TYPE// shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by //TYPE//s subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by COUNTY's approval of //TYPE//s request to subcontract.

## **SECTION VII: MISCELLANEOUS PROVISIONS**

### **A. Time Schedule**

1. Time is of the essence of this contract.
2. //TYPE// shall complete the PROJECT in accordance with the milestones contained in **Exhibit \_\_\_\_** of this Contract.

### **B. Suspension**

COUNTY may suspend performance by //TYPE// under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to //TYPE// at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay //TYPE// its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. //TYPE// shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by //TYPE// for any cause other than the error or omission of the //TYPE//, for an aggregate period in excess of 30 days, //TYPE// shall be entitled to an equitable adjustment of the compensation payable to //TYPE// under this Contract to reimburse //TYPE// for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by the COUNTY.

### **C. Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
  - a. not less than 10 calendar days written notice of intent to terminate; and
  - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the COUNTY for its convenience; but only after the //TYPE// is given:
  - a. not less than 10 calendar days written notice of intent to terminate; and
  - b. an opportunity for consultation with the COUNTY prior to termination.
3. If termination for default is effected by the COUNTY, the COUNTY will pay //TYPE// that portion of the compensation which has been earned as of the effective date of termination but:
  - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - b. any payment due to the //TYPE// at the time of termination may be adjusted to the extent of any additional costs occasioned to the COUNTY by reason of the //TYPE//s default.
4. If termination is for the COUNTY's convenience, the COUNTY shall pay the //TYPE// that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by //TYPE// of a termination notice, the //TYPE// shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the COUNTY's representative, copies of all deliverables as provided in **Section 1 paragraph I**.
6. Upon termination, the COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the //TYPE// shall cease conducting business, the COUNTY shall have the right to make an unsolicited offer of employment to any employees of the //TYPE// assigned to the performance of this Contract.
7. If after termination for failure of the //TYPE// to fulfill contractual obligations it is determined that the //TYPE// has not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY.
8. The rights and remedies of the COUNTY and the //TYPE// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of //TYPE//s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //TYPE//s control.

D. Covenant Against Contingent Fees

The //TYPE// warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The COUNTY may, by written notice to the //TYPE//, terminate this Contract if it is found after notice and hearing by the COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the //TYPE// or any agent or representative of the //TYPE// to any officer or employee of the COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the COUNTY shall be entitled:
  - a. to pursue the same remedies against the //TYPE// as it could pursue in the event of a breach of this Contract by the //TYPE//; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the COUNTY) which shall be not less than 3 nor more than 10 times the costs incurred by the //TYPE// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The //TYPE// shall obtain and maintain the insurance coverages required in **Exhibit B** incorporated herein by this reference. The //TYPE// shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverages in their prices.

G. Indemnity

The //TYPE// does hereby agree to defend, indemnify, and hold harmless the COUNTY and the employees, officers and agents of the COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the //TYPE// or the employees or agents of the //TYPE// in the performance of this Contract.

H. Subcontractor Information

The //TYPE// shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the //TYPE// is for the COUNTY's information only.

I. Audits

The performance of this contract by the //TYPE// is subject to review by the COUNTY to insure contract compliance. The //TYPE// agrees to provide the COUNTY any and all information requested that relates to the performance of this contract. All request for information will be in writing to the //TYPE//. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The //TYPE// covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. //TYPE// further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Assignment

Any attempt by //TYPE// to assign or otherwise transfer any interest in this Contract without the prior written consent of the COUNTY shall be void.

L. Governing Law / VENUE of Action

Nevada law shall govern the interpretation of this Contract. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

M. Term of Contract

COUNTY agrees to retain //TYPE// for the period from \_\_\_\_\_date of awardORENTER DATE through ENTER DATE, with the option to renew for ENTER OPTION, ENTER PERIOD-year periods, subject to the provisions of Sections V and VII herein.

During this period, //TYPE// agrees to provide services as required by COUNTY within the scope of this Contract.

N. Confidential Treatment of Information

//TYPE// shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. ADA Requirements

All work performed or services rendered by //TYPE// shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

P. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:

TO //TYPE//:



IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**COUNTY:**

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
GEORGE W. STEVENS  
Chief Financial Officer

**//TYPE//:**

//LEGAL NAME//

By: \_\_\_\_\_  
//NAME//  
//Title

APPROVED AS TO FORM:

DAVID ROGER  
District Attorney

By: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

**EXHIBIT B**  
**RFP NO. 602431-11**  
**PRESCRIPTION DRUG DISCOUNT CARD PROGRAM**  
**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

1. Format/Time: The //TYPE// shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. COUNTY Coverage: The COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects the COUNTY, its officers and employees.
4. Endorsement/Cancellation: The //TYPE//s general liability and automobile liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to COUNTY and must note that the COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.
6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.
7. Commercial General Liability: Subject to paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. Automobile Liability: Subject to paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.
9. Professional Liability: The //TYPE// shall maintain limits of no less than **\$1,000,000** aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the COUNTY.
10. Workers' Compensation: The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 1**) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, COUNTY may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.
12. Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

14. Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
16. Insurance Form Instructions: The following information must be filled in by the //TYPE//s Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. //TYPE//s name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Damage to Rented Premises (\$50,000)
    - (F) Medical Expenses (\$5,000)
    - (G) Personal & Advertising Injury (\$1,000,000)
    - (H) General Aggregate (\$2,000,000)
    - (I) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (J) Policy Number
    - (K) Policy Effective Date
    - (L) Policy Expiration Date
    - (M) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - (N) Policy Number
    - (O) Policy Effective Date
    - (P) Policy Expiration Date
    - (Q) Aggregate (\$1,000,000)
  8. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
  10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
<b>1. INSURANCE BROKER'S NAME</b>		<b>PHONE (A/C No. Ext):</b>	<b>BROKER'S PHONE NUMBER</b>
<b>ADDRESS</b>		<b>FAX (A/C No.):</b>	<b>BROKER'S FAX NUMBER</b>
		<b>E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b>		<b>INSURER A:</b>	
<b>2. //TYPE//S NAME</b>		<b>INSURER B:</b>	
<b>ADDRESS</b>		<b>INSURER C:</b>	
<b>PHONE &amp; FAX NUMBERS</b>		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
<b>4.</b>	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
							PRODUCTS - COMP/OP AGG \$(I) 2,000,000
							DEDUCTIBLE MAXIMUM \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
<b>5.</b>	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
							DEDUCTIBLE MAXIMUM \$ 25,000
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
<b>7.</b>	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**8.** RFP NO. 602431-11; PRESCRIPTION DRUG DISCOUNT CARD PROGRAM.**9. CERTIFICATE HOLDER****CANCELLATION**

CLARK COUNTY, NEVADA  
C/O PURCHASING AND CONTRACTS DIVISION  
GOVERNMENT CENTER, FOURTH FLOOR  
500 S. GRAND CENTRAL PARKWAY  
P.O. BOX 551217  
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**10. AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2010/05)

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POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND PROJECT NAME: \_\_\_\_\_

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> FL  
PO BOX 551217  
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 1**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 602431-11, entitled PRESCRIPTION DRUG DISCOUNT CARD PROGRAM;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada )  
 )ss.  
County of Clark )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
  
  2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
  
  3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
  
  4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
- ☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

**EXHIBIT D**  
Business Associate Agreement

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 201\_, by and between Clark County, Nevada hereinafter referred to as “Covered Entity”, and \_\_\_\_\_, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.



## I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

### (a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business

Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change,

waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

GEORGE W. STEVENS

Title: Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

//ENTER NAME//

Title: //Enter Title//

Date: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE			
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>					<b>Website:</b>	
<b>City, State and Zip Code:</b>					<b>POC Name and Email:</b>	
<b>Telephone No:</b>					<b>Fax No:</b>	
<b>Local Street Address:</b>					<b>Website:</b>	
<b>City, State and Zip Code:</b>					<b>Local Fax No:</b>	
<b>Local Telephone No:</b>					<b>Local POC Name Email:</b>	
<b>Number of Clark County Nevada Residents Employed:</b>						

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

***This section is not required for publicly-traded corporations.***

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes      ☐ No      (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes      ☐ No      (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

<hr/> Signature	<hr/> Print Name
<hr/> Title	<hr/> Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

## DISCLOSURE OF RELATIONSHIP

### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative

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### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative

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### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative